

**MEMORANDUM OF AGREEMENT
2009 – 2011 SUCCESSOR CONTRACT
AND
2011 – 2014 SUCCESSOR CONTRACT
JUNE 24, 2009**

The City of Newton and the Newton Municipal Employees Association agree to the following terms and conditions of two new collective bargaining agreements to succeed the collective bargaining agreement dated July 1, 2006 through June 30, 2009.¹ The Association shall promptly submit the MOA to its membership for ratification and shall fully support a favorable vote. The City shall promptly submit the MOA to its Board of Aldermen for an appropriation to fund its economic terms, and shall fully support a favorable vote. Except as amended below, all other terms and conditions of the 2003-2006 collective bargaining agreement shall remain in full force and effect.

A. The 2009 – 2011 Collective Bargaining Agreement

1. Article XXV, Longevity, shall be amended at Section 25:03 to read:

Effective July 1, 2010, the following longevity levels shall be implemented as increased below:

5 – 9	\$425	\$625
10 - 14	\$675	\$875
15 - 19	\$775	\$975
20 - 24	\$975	\$1175
25 – 29	\$1050	\$1350
30+	\$1,300	\$1,600

2. Article XLVIII, Duration, shall be amended to read:

¹ Additions to existing contractual language are reflected by **bold type**. Deletions are reflected by ~~strikethroughs~~.

48.01 This AGREEMENT shall be made effective as of July 1, 2006 **2009** for the period ending June 30, 2009 **2011** and remain in effect from year to year thereafter unless either party hereto desiring to terminate or amend any provisions of this contract, sends written notice of the same to the other no later than six (6) months prior to the termination date hereof or any succeeding anniversary date.

B. The 2011 - 2014 Collective Bargaining Agreement

1. Article III, Grievance And Arbitration Procedures, shall be amended at Section 3.02 to read:

3.02 All grievances shall be submitted in writing and shall state the specific contract provisions that are being violated, in what manner those provisions are being violated, and what remedy is being sought. All grievances must be filed within ~~fifteen (15)~~ **twenty (20)** working days after the circumstances giving rise to when the grievance first occurred, or within ~~fifteen (15)~~ **twenty (20)** working days of when the employee knew or should have known of the circumstances, or it shall be deemed waived. ~~Any grievance shall also be deemed to have been waived or settled if the action required by the UNION or the employee to present it to the next level of the procedure shall not have been taken within the time specified therefore.~~

Any grievance not waived ~~or not settled~~ shall be ~~settled~~ **processed** in the following manner:

STEP 1. The UNION shall file the grievance with the aggrieved employee's supervisor. The supervisor shall respond to the UNION representative within ~~fifteen (15)~~ **twenty (20)** working days following submission to him.

~~STEP 2. If the grievance has not been settled, it shall be presented in writing to the department head within fifteen (15) working days after the supervisor's response is due. The department head shall respond to the UNION representative in writing within fifteen (15) working days from the receipt~~

thereof.

STEP 3 **2**. If the grievance still remains unadjusted, the UNION shall present it to the Mayor or his designee in writing within ~~five (5)~~ **ten (10)** working days after the response of the ~~department head~~ **supervisor** is due. The Mayor or his designee shall respond in writing to the UNION within ten (10) working days from the receipt thereof.

STEP 4 **3**. If the grievance is still unsettled, either party may, within ~~twenty-five (25)~~ **thirty-five days (35)** from the date of receipt of the grievance by the Mayor or within ~~fifteen (15)~~ **twenty (20)** days from the date the UNION has received the Mayor's answer, whichever is sooner, by written notice to the other, request arbitration. Failure by the UNION to request arbitration in writing within the prescribed time shall constitute a waiver of the grievance.

2. Article VII, Special Leave, shall be amended at Sections 7.08 and 7.09 to read:

~~7.08 — An employee shall be entitled to use special leave during absences from work for religious observances as approved by the Mayor. Such absences shall be limited to a total of three (3) successive days during any calendar year and the right thereto shall not be cumulative.~~

~~7.09~~ **7.08²** An employee shall be entitled to use special leave during absence from work to attend to personal business. Every such absence shall be requested no later than the third working day in advance or such earlier time period as the department head may require. The scheduling of such absences for personal business shall be at the reasonable discretion of the department head. Such absences shall be limited to ~~two (2)~~ **five (5)** days during any calendar year and the right thereto shall not be cumulative. In the event of an emergency or unforeseen circumstances, notification of a personal business day must occur by 7:15 am on the day of the personal business

² The remaining sections shall be renumbered to account for the elimination of the former Section 7.08.

usage.

Any employee who use three (3) days or fewer of Special Leave, excluding Personal Business Days, during the previous calendar year will receive one (1) bonus personal day that shall not be deducted from Special Leave. Said personal day must be used during the calendar year to which it is credited.

3. Article VII A, Bereavement Leave, shall be amended to read:

7A.01 An employee shall be entitled to paid bereavement leave during absence from work for a period not exceeding ~~three (3)~~ **five (5)** days due to the death of a parent, step-parent, husband, wife, child, step-child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, grandparent-in-law, grandchild, brother-in-law, or sister-in-law. ~~or employee's significant other.~~ Every such absence shall be approved and certified to by the head of the department in which such official or employee works. ~~In order to use Bereavement Leave for a "Significant Other", the employee must have previously provided that person's name to his/her department head.~~

4. Article VIII, Uniforms and Tools, shall be amended by adding a new Section 8.03 to read:

The City and the Union shall establish a Committee to review the Safety Boots purchasing process to specify the variety of safety boots available to members of the bargaining unit. The Committee will consist of four members, two (2) from the bargaining unit and two (2) appointed by the Mayor, to review and report to the Department Head no later than December 1, 2011 with recommendations for the purchasing standards.

5. Article IX, Health and Welfare, shall be amended at Section 9.01a to read:

9.01a The CITY agrees to provide group health coverage for all eligible families and individuals. **Except as expressly set forth below,** the City will pay 80% of the premium or cost for all of the health plans in effect. ~~Effective January 1, 2006, certain co-pay increases will go into effect consistent with the City's at page 1, proposal, item 2, attached hereto as Attachment A. At that same date, the premium payments for employees in this bargaining unit will be reduced to the levels paid by employees in other city bargaining units. Employees will have until March 31, 2006 to submit receipts for reimbursement of excess co-pay costs incurred by them through December 31, 2006~~

Effective July 1, 2011 the following changes will be implemented by the City:

- **75%/25% contribution rate for all new employees;**
- **New specialist visit co-pay of \$35/visit;**
- **Mandatory mail order for all maintenance drugs;**
- **A one-time payment of \$500 to current subscribers of the POS individual plan, and a one-time payment of \$1,000 to current subscribers of the POS family plan to switch to an EPO or HMO plan by August 1, 2011 for the duration of the agreement;**
- **Deductible of \$250/\$500, with an annual out of pocket max of \$1,000/\$2500;**
- **Physician office visits – increase of \$5 from \$15 to \$20/visit;**
- **Preventive care – \$0 co-pay;**
- **Emergency Room co-pay increase of \$50 to \$100/visit;**
- **Outpatient day surgery co-pay – new \$100 co-pay;**
- **30 day prescription drug co-pay increases:**

- Tier 1 - \$15
- Tier 2 - \$30
- Tier 3 - \$50

Effective July 1, 2012, the POS contribution rate of the City shall equal the flat dollar value of its contribution to the corresponding HMO. Also effective July 1, 2012, the City may introduce a limited network plan in addition to its existing plans subject to the recommendation of the IAC.

The City agrees that in return for the changes listed above, it will not seek further changes in the terms and conditions of the health insurance plans offered by it to its bargaining unit employees without the express written assent of the Union until at the earliest, negotiations for a successor to the 2011 – 2014 collective bargaining agreement. Further, should any federal or state law be enacted purporting to allow any such changes prior to the negotiations for a successor agreement, the City will not pursue any such changes unless it is legally compelled to do so.

6. Article XII, Promotions, shall be amended at Section 12.01 to read:

12.01 Where a vacancy exists which the CITY desires to fill, the position will be posted in conformance with Civil Service Rules and Regulations containing the required information and including specifications and qualifications for the position and rate of pay. The position shall be posted within the department for a period of five (5) days. Within that period employees who wish to be considered will submit their names in writing to the Superintendent of their division who will then forward the names to the appropriate appointing authority. Qualified candidates who bid shall be considered and final selection by the appointing authority shall be made in accordance with Civil Service Rules and Regulations as well as the City's promulgated policy on promotions. In cases where length of service, ability and quality of previous performance are equal, preference will be given to the

qualified bidder within the division where the vacancy exists. If no qualified candidate applies for the position, selection shall be made in conformance with Civil Service Rules and Regulations. **For purposes of this Article, a vacancy shall mean either a temporary or permanent vacancy in a position. A temporary vacancy is defined as any vacancy in a position within which an incumbent employee is unavailable to work for more than thirty (30) consecutive workdays. If any temporary vacancy becomes a permanent vacancy by reason of the separation from employment of the permanent incumbent employee or for other reason, it will be reposted.**

7. Article XVI, Overtime, shall be amended by adding a new Section 16.06 to read:

Union Stewards who administer the emergency call-in procedure shall receive one hour's pay at an overtime rate, and/or overtime pay for the time actually spent, whichever is greater, on each occasion that the emergency call-in procedure is employed

8. Article XXIV, Wages, shall be amended at Section 24.01 to read:

~~24.01 a. The pay and classification plan in effect at the expiration of the prior contract will be increased effective and retroactive to July 1, 2003 by 2% across the board.~~

~~b. Effective and retroactive to July 1, 2004, the prior pay and classification plan shall be replaced by the salary and classification plan attached as Attachment B1.~~

~~Also effective and retroactive to July 1, 2004, the annual rates at Step 7 at all pay grades in Exhibit B1 shall be increased by \$200. Upon the ratification of the 2003-2006 MOA by the Association and the City, and also effective and retroactive to July 1, 2004, each employee in the bargaining unit will be slotted~~

~~onto the new pay and classification plan at the grade designated on the grade chart attached hereto as Attachment C, and shall be placed at the next step within such grade that is closest to and higher than the employee's rate of pay as of June 30, 2004. Thereafter, employees will automatically move to the next higher step within their grade on their anniversary date until they reach the top step. For purposes of such movement, all employees who are moved onto the new pay and classification plan upon ratification of the 2003 - 2006 MOA shall be deemed to have an anniversary date of July 1st.~~

a. ~~Employees hired after the ratification of the 2003 - 2006 MOA shall be hired at the first step of the pay and classification plan for their job grade, and will move automatically to the next step on each anniversary of their date of hire until they reach the top step. If there is no internal candidate who is eligible for appointment to a particular position, the City may hire on the pay plan up to Step 3 with the approval of the UNION provided that such approval will not be unreasonably withheld.~~

~~Employees promoted to a higher graded position, shall be placed at the step in the higher grade using the following formula:~~

- ~~(1) Multiply the employee's current base salary by 4.25%;~~
- ~~(2) Add the 4.25% of the current base salary;~~
- ~~(3) Take the new total and round up to the next higher step that provides at least a 4.25% increase;~~

~~Thereafter, the employee's anniversary date will be their date of promotion into the new grade.~~

~~Also, effective and retroactive to July 1, 2005, all pay rates in Attachment B1, as amended by the \$200 increase at Step 7 for all grades, shall be increased by an additional two and one half percent (2.5%) across the board. The new salary schedule is attached as Attachment B2. Effective and retroactive to January 1, 2006, all pay rates as~~

~~increased to date, shall be increased by an additional one percent (1%) across the board. The new salary schedule is attached as Attachment B3. Effective June 30, 2006, all pay rates as increased to date, shall be increased by an additional one half percent (.5%) across the board. The new pay scale shall be attached as Attachment B4.~~

b. Wage payments will be required to be made through direct deposit for all employees hired after January 1, 2006.

d. ~~The pay schedule in effect as of June 30, 2006, a copy of which is attached as Appendix A1, shall be increased at each grade and step by two percent (2%) effective and retroactive to July 1, 2006. The new pay schedule is attached as Appendix A2. The pay schedule in effect as of July 1, 2006 shall be increased at each grade and step by two percent (2%) effective and retroactive to July 1, 2007. The new pay schedule is attached as Appendix A3. The pay schedule in effect July 1, 2007 shall be increased at each grade and step by one percent (1%) effective and retroactive to January 1, 2008. The new pay schedule is attached as Appendix A4. There shall be no further across the board increases during the life of the agreement. Effective and retroactive to July 1, 2008, the pay schedule attached as Appendix B shall replace the pre-existing pay schedule. All employees will be slotted onto and paid under Appendix B by (1) increasing their salary rate as of June 30, 2008 by 3.5%; and (2) then being placed at the first step in grade on Appendix B that is higher than the rate created by # 1 above. For purposes of clarity, the weekly pay rate beginning July 1, 2008 for each employee/member shall be the rate for such person as shown in the column entitled "FY09" in Appendix D. Once slotted on the new pay schedule, all employees will have an anniversary date of July 1st and shall move to a new step on each successive July 1st until they reach the highest step in grade, and/or unless they are promoted into another grade at which time their anniversary date will become the date of promotion.~~

c. Salary rates at all steps shall be increased by one percent (1%) across the board effective July 1, 2011. Upon implementation of the health changes to be effective July 1, 2011, all employees will receive a lump sum payment of seven hundred dollars (\$700). Salary step advancement for employees with an anniversary date on any day from July 1, 2011 – December 31, 2011, who are eligible for step advancement on such anniversary date, shall be delayed until January 1, 2012, at which time each such eligible employee shall advance one step, and January 1st shall become those employees' new anniversary date for future step advancement, except as that date may have been altered in accordance with Subsection (f) below. Salary step advancement for employees with an anniversary date from January 1, 2012 – June 30, 2012, who are eligible for step advancement on such anniversary date, shall advance one step on that date and shall retain that date as their anniversary date for future step advancement, except as that date may have been altered in accordance with Subsection (f) below.

(d) Effective July 1, 2012, seven hundred dollars (\$700) shall be added to each step of the salary scale across the board. Thereafter, also on July 1, 2012, all salary steps shall be increased by an additional one and one-half percent (1½ %) across the board.

(e) Effective July 1, 2013, all salary steps shall be increased by an additional one and one-half percent (1½ %) across the board.

(f) Effective June 30, 2014, a new step 8, calculated at four percent (4%) more than the then existing Step 7, shall be added to the salary scale at each grade. Employees who have been at Step 7 for at least one year as of June 30, 2014, and who have twenty-five (25) or more years of service as of that date, shall move to Step 8 on July 1, 2014,

which shall be their adjusted anniversary date. Employees who have been at Step 7 for at least one year as of June 30, 2014, and who have between fifteen (15) and twenty-five (25) years of service as of that date, shall move to Step 8 on October 1, 2014, which shall be their adjusted anniversary date. All other employees who have been at Step 7 for at least one year as of January 1, 2015 shall move to Step 8 on that date, which shall be their adjusted anniversary date. After January 1, 2015, employees shall move to Step 8 one year following their advancement to Step 7.

9. Article XXIV, Wages, shall be amended at Section 24.03 to read:

24.03 When employees are temporarily required to work in a higher classification **within the bargaining unit**, they will be paid at the proper rate of that classification. ~~The employees so assigned will be paid either the flat rate of pay for the classification (for those classifications which have a single rate); or the first step of a step schedule for a classification (or the step that most nearly provides a 4% increase. when applicable).~~ **When employees are temporarily required to work in a higher classification outside the bargaining unit, they will be adjusted by a 4.25% increase.**

10. Article XXXI, Employee Rights, shall be amended at Section 31.02 C to read:

C. The employee's election shall be delivered to the CITY in writing within ~~three (3)~~ **twenty (20) working** days after written notification by the CITY of its disciplinary action, suspension or discharge.

11. Article XLVIII, Duration shall be amended to read:

48.01 This AGREEMENT shall be made effective as of July 1, ~~2009~~ **2011** for the period ending June 30, ~~2011~~ **2014** and remain in effect from year to

year thereafter unless either party hereto desiring to terminate or amend any provisions of this contract, sends written notice of the same to the other no later than six (6) months prior to the termination date hereof or any succeeding anniversary date. **If such notice is given, the AGREEMENT shall remain in force and effect until a new agreement is reached. If for any reason this AGREEMENT cannot be so extended, then the parties agree that on or before June 30, 2014 they shall execute a Bridge Agreement continuing the terms of the AGREEMENT in effect during negotiations for a new AGREEMENT.**

Agreed this 28th day of June 2011, on behalf of:

The City of Newton

Newton Municipal Employees Association

By: Maureen Lemieux
Maureen Lemieux, CBO

By: Daniel Johansen
Daniel Johansen, President

By: Dolores Hamilton
Dolores Hamilton, Director of
Human Resources

By: Jay Bradley
Jay Bradley, Vice President